

Award No. 4444

Docket No. 4413

2-CRI&P-MA-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Machinists)**

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the assembling dismantling and repairing of Diesel Engine power trucks is Machinists' work under the current agreement.
2. That on December 29, 1961 one diesel locomotive power truck frame, serial #G-632, Silvis serial #274 was sent to General Steel Casting Corporation at Granite City, Illinois to be repaired and rebuilt.
3. That accordingly, as a penalty for the aforementioned violation the Carrier be ordered to compensate Machinists H. Hanson, D. Wells, T. Koepple, L. Woods and J. Boland an equal number of hours of labor, at time and one-half rate as charged this Carrier by General Steel Casting Corporation for the repairs to this truck frame as substantiated by their bill to this Carrier or one hundred and twelve (112) hours at time and one-half rate of pay whichever is the least.

EMPLOYEES' STATEMENT OF FACTS: The Chicago, Rock Island and Pacific Railroad Company, hereinafter called the carrier, maintains a diesel engine truck repair shop at Silvis, Illinois, where machinists are employed to perform, among other things, the rebuilding and repairs to diesel power trucks.

Machinists H. Hanson, D. Wells, T. Koepple, L. Woods and J. Boland, hereinafter called the claimants, are machinists employed at carrier's truck repair shop in Silvis, Illinois.

On December 29, 1961, the carrier sent a diesel power truck from Silvis, Illinois truck shop to an outside firm for repairs. The carrier, in taking this work off the property for repairs, denied its machinists and particularly the claimants, the following work: laying out of the power truck for proper alignment; grinding of pedestal jaw faces and lateral surfaces and such other

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On December 29, 1961, the Carrier sent a diesel truck to the General Steel Casting Corporation at Granite City, Illinois for repairs.

The Organization claims that the Carrier's action violated Rules 28, 52, 53, 54 and 55 of the controlling Agreement, dated October 16, 1948.

The Organization contends that:

- 1) Rules 28 and 53, in particular, of the Agreement give the work in question to the Machinists;
- 2) the Carrier's Shop facilities at Silvis, Illinois, are "abundantly sufficient to handle the work in question";
- 3) the Carrier's Machinists have the experience and skill to perform the work in question.
- 4) "diesel locomotive power truck frames which have suffered substantially heavier damage", than the frame herein involved, "have been repaired at Silvis Shops."

The Carrier contends that:

- 1) the diesel truck had been so extensively damaged in a wreck that it was necessary to return this truck to the plant of its original builder "for the extensive repairs required";
- 2) the damage "included the breaking off and loss of one complete pedestal jaw piece" and "this Carrier is not equipped to build the necessary pattern, cast the missing jaw and add this piece to the original casting."
- 3) the Carrier is not "equipped to correct the serious twist and distortion which was apparent in various sections of this truck frame".

In support of its position, the Carrier alleges that its action fell within the specific exceptions set forth on Page 69 in the Memorandum of Understanding, and, in support of that allegation, offered only the statement that "many, many times in the past, without claim or protest," the Carrier "had extensively damaged trucks * * * repaired by the factory". However, the Carrier did state in the record that "the Carrier has, of course, in the past had varying degrees of damaged trucks repaired by its forces if its facilities were adequate". Surely the words "varying degrees of damaged trucks" must encompass damage of a minor, medium and major nature.

In the instant case the Board cannot agree that the Carrier has shown a necessity for its action. The Carrier never denied that the work belonged to

the Machinists; nor did the Carrier ever claim that their Machinists lacked the skill and experience to do the job.

Accordingly, the Board rules that the Carrier must compensate the Claimants, at the pro rata rate, for all Machinist repair work performed on the diesel truck in question.

AWARD

Claim sustained in keeping with above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February, 1964.